

Electronically Recorded

Tarrant County Texas

Official Public Records

12/17/2010 2:56 PM

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*Asbel Garza* *Bank of America, N.A.* PGS 1 \$16.00  
Consent to Oil and Gas Lease

WHEREAS the undersigned, Bank of America, NA ("MERS" or "Lienholder"), signing through its authorized agent, is the owner and holder of that certain indebtedness secured by a DEED OF TRUST ("Security Instrument") executed on July 28, 2006 by Asbel Garza ("Borrower" whether one or more), for the benefit of Lender, as nominee for lender, recorded at Instrument No. D206240661 Official Public Records, Tarrant County, Texas, and is made a part hereof by reference and covers the following lands in Tarrant County, Texas (the "Lands"):

Lot 6, Block 1, Garden Meadows South Addition, According to the Plat, Recorded in Volume A, Slide 7513, Plat Records, Tarrant County, Texas, and being the same lands described in that certain special warranty deed with Vendor's Lien, Dated July 28, 2006, from JPMorgan Chase Bank, as Trustee, to Asbel Garza, an unmarried individual, Recorded under Tarrant County Clerk Document No. D206240660, Official Public Records, Tarrant County, Texas.

And WHEREAS Asbel Garza, an unmarried individual ("Lessor" whether one or more), executed an Oil, Gas and Mineral Lease (the "Lease") Woolen & Washer Production Company ("Lessee") dated March 30, 2007 and recorded in Document No. D207114477, and then assigned to Fleet Oil and Gas, LTD on June 28, 2007 and recorded in Document No. D208078341, and then assigned to XTO Energy of which is recorded in an Assignment of Oil, Gas, and Mineral Lease in the Official Public Records of Tarrant County, Texas, at Document Number D207228118.

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the parties agree as follows:

1. Non-disturbance. Lienholder acknowledges and agrees that it will not infringe upon or disturb the owners leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including the right to pay all rents and royalties payable under the Lease to the Lessor.

2. Payment of Royalties. Lessee agrees, in consideration of the execution of this Agreement by Lienholder, that in the event Lienholder advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Lienholder all royalties and rentals due or to become due until further notice by Lienholder that the Mortgage is no longer delinquent.

3. Consent. Lienholder agrees that any sale of said property under and by virtue of said Deed of Trust, whether by judicial proceedings, public auction and outcry, private sale, or any other transfer, shall be made expressly subject to the aforesaid Lease, and said Lease shall not be terminated by any such transfer of the mortgaged property.

4. Attornment. In the event the mortgage is foreclosed for any reason, and Lienholder succeeds to the interest of the Lessor under the Lease, Lessee agrees that it shall recognize Lienholder as successor-in-interest to Lessor and to any and all of the right, title and interest of the Lessor under the Lease. Lessee agrees to render to Lienholder the performance of all of Lessee's obligations, which, under the terms of the Lease, are for the benefit of Lessor, with the same force and effect as if Lienholder were the original Lessor.

The rights and obligations of the parties hereunder shall inure to the benefit of the respective successors, heirs and assigns of each party. Therefore, the Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

In the event of surface operations on the subject property, this subordination agreement will become null and void.

Witness my signature this the 14<sup>th</sup> day of December, 2010.

Bank of America, N.A.

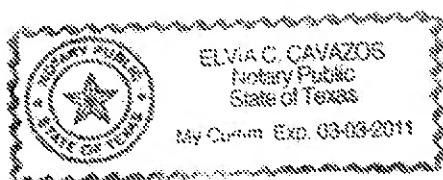
By: *Tiffany Brooks*

Name/Title: Tiffany Brooks/Assistant Secretary

#### ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Tarrant §

This instrument was acknowledged before me, on the 14 day of December, 2010 by Tiffany Brooks (name), Assistant Secretary (title/position) of Bank of America, N.A., on behalf of said organization in the capacity herein stated.



*Elvia C. Cavazos*  
Notary Public